

REMARKS

Applicants respectfully acknowledge receipt of the Office Action mailed December 9, 2009.

The Office Action objected to the specification as failing to provide antecedent basis for the claimed subject matter. The Office Action also objected to claim 16 because of a typographical error. In addition, the Office Action rejected claims 14-18 as indefinite under 35 U.S.C. § 112, second paragraph. Further, the Office Action rejected claims 19-21 under 35 U.S.C. § 101 as being directed to non-statutory subject matter. And, the Office Action rejected claims 14-21 under 35 U.S.C. § 103(a) as unpatentable over Leung et al. (U.S. Patent Publication, US 2006/0150257).

In this reply, Applicants amend the specification to correct typographical errors. Applicants also amends claims 14 and 16-21. Upon entry of this Amendment, claims 1-13 will remain pending and withdrawn, and claims 14-21 will remain under examination. The originally-filed specification, claims, abstract, and drawings fully support the amendments to the pending claims and the amendments to the specification. No new matter has been added.

I. OBJECTION TO THE SPECIFICATION

The Office Action objects to the specification as failing to provide proper antecedent basis for the claimed subject matter in claim 14. Applicants have amended claim 14 to recite "a first server for supplying the main license . . . and a second server for supplying the encrypted content . . ." disclosed in the specification at pages 52-53.

Based on the foregoing amendments, Applicants respectfully request favorable reconsideration and withdrawal of the objection to the specification.

II. CLAIM OBJECTION

The Office Action objects to claim 16 because it recites an “MPGE-2 transport stream.” Applicants have amended the term “MPGE-2” to “MPEG-2” in claim 16 as well as in the specification. Applicants, therefore, respectfully request favorable reconsideration and withdrawal of the objection to claim 16.

II. 35 U.S.C. § 101 REJECTION

The Office Action rejects claims 19-21 as being directed to non-statutory subject matter. In particular, the Office Action rejects claim 19 for not being tied to a particular machine or transforming a particular article to a different state or thing. The Office Action also rejects claims 20 and 21 for not falling within one of the four statutory classes of invention. Applicants have amended claim 19 to recite “a content delivery method using a content delivery apparatus” Applicants have also amended claim 20 directing it to hardware and reciting “a digital versatile disk having recorded therein a computer-readable program for supplying an encrypted content” Further, Applicants have amended claim 21 to recite “a program recorded on a digital versatile disk. . . .”

Based on the foregoing amendments, Applicants respectfully request that the rejection of claims 19-21 under 35 U.S.C. § 101 be withdrawn.

III. 35 U.S.C. § 112, SECOND PARAGRAPH REJECTION

The Office Action rejects claims 14-18 as being indefinite for containing means (or step) plus function limitations without disclosing the structure, material, or acts for the claimed function. Applicants have amended independent claim 14, in accordance with the examiner's helpful suggestions, so that the claim limitations are no longer means (or step) function limitations under 35 U.S.C. § 112, sixth paragraph. Consequently, amended claim 14, and claims 15-18 which depend from claim 14, are no longer indefinite.

Based on the foregoing amendments, Applicants respectfully request that the rejection of claims 14-18 under 35 U.S.C. § 112, second paragraph be withdrawn.

IV. 35 U.S.C. § 103 REJECTION

The Office Action rejects claims 14-21 as being unpatentable over *Leung*. Applicants respectfully traverse the rejection of claims 14-21. Applicants have amended independent claims 14, 19, 20 and 21 to include additional features.

The Office Action alleges that *Leung* discloses a second supplying means for supplying the encrypted content and a license information file including a sub license. (*Office Action*, p. 8, para. 24I). Applicants respectfully disagree. *Leung* appears to disclose the elements of encrypted content and instructions or rules accompanying the content in the license file (*Leung*, pg. 3, para. 0040-0042). However, *Leung* fails to disclose or suggest a content server which distributes both the encrypted content and an encrypted sub license containing the key which can decrypt the encrypted content according to the use conditions of the sub license. *Leung* expressly teaches away from

a content server which supplies both the encrypted content and a key for decryption of the encrypted content. Specifically, the content server of *Leung* distributes packages without regard to any trust or security issues. (*Leung*, pg. 5, para. 0068) (emphasis added). Security issues, in *Leung*, are dealt with in connection with the license server which is different from the content server. *Id.* The license server—not the content server—of *Leung* transmits the license containing the decryption key (KD) for decrypting the digital content, to the user's computing device. (*Leung*, pg. 6, para. 0085). In contrast, claim 14 recites a “content delivery apparatus for supplying an encrypted content, a sub license including a first key and use conditions to decrypt the encrypted content . . . the content delivery apparatus comprising . . . a second server for supplying the encrypted content encrypted with the first key and a license information file including a sub license encrypted with the second key.” (emphasis added).

Furthermore, in *Leung*, the black box of the user's device decrypts the digital content using the decryption key (KD) obtained from the license supplied by the license server—not the content server. (*Leung*, pg. 13, para. 0160). *Leung* does not disclose or suggest a decryption process where the encrypted content is decrypted using a key embedded in a sub license supplied together with the encrypted content. In contrast, claim 14 recites “a content delivery apparatus for supplying an encrypted content, a sub license including a first key and use conditions to decrypt the encrypted content, and a main license including a second key to decrypt the encrypted sub license.” (emphasis added).

Therefore, because *Leung* fails to disclose or suggest all the elements of

amended claim 14, and elements similarly recited in independent claims 19-21, no prima facie case of obviousness has been established for these claims. Claims 15-18 depend from claim 14. Therefore, claims 15-18 are also not obvious for at least the reasons stated.

Based on the foregoing reasons, Applicants respectfully request that the rejection of claims 14-21 under 35 U.S.C. § 103(a) be withdrawn.

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

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